

CAPE AUDIO COLLEGE (PTY) LTD TERMS & CONDITIONS AGREEMENT

Parents and students: Please read through these terms and conditions and sign below.

By acceptance to Cape Audio College and where the student has entered upon studies at Cape Audio College pursuant to the contract entered into between Cape Audio College, the student, lawful guardian and/or sponsor shall, together with the student, be liable jointly and severally for the due fulfillment of all terms of the agreement.

1. Cape Audio College Rules and Regulations

- 1.1 The student will comply with all the rules and regulations of Cape Audio College as may be laid down from time to time with the intent and purpose of entering the highest possible academic standard and the best creative results from the whole student body.
- 1.2 The student/parent/guardian agrees to pay the full registration fee and study resource fee on application to secure his/her place. The registration fee and study resource fees are non-refundable.
- 1.3 All students and members of staff must acquaint themselves with the rules and regulations and policies and procedures of Cape Audio College, by enrolling with Cape Audio College. Students agree to abide by these, and acknowledge the scope of Cape Audio Colleges disciplinary powers.
- 1.4 The rules, regulations, policies and procedures are available on the college server. It is the responsibility of the student to know and understand the content of these documents.

2. Student Liability for damage or loss

- 2.1 In the event of any damage and/or loss to equipment or any property of Cape Audio College that is caused by the student during his/her use of the studios or attendance at Cape Audio College the student agrees to pay within (21) days all costs relevant to replacing such equipment or property.

3. Student Liability for damage or loss

- 3.1 The student hereby indemnifies Cape Audio College against any risk, loss or damage of whatsoever nature or kind arising out of any claim in which my be preferred against Cape Audio College as a result of any happening of whatsoever nature of kind which may take place on the premises of Cape Audio College, or in connection with the affairs and activities of Cape Audio College in which the student takes part. Neither Cape Audio College nor any official employer or representative of Cape Audio College acting in his/her capacity as such shall be liable for any damage arising out of the death, bodily harm, loss of health or illness of any student howsoever caused.
- 3.2 Furthermore the student hereby holds Cape Audio College free from any claim of whatsoever nature of kind arising out of any loss or damage which may be suffered by the student whilst on the premises of Cape Audio College or in connection with the activities of Cape Audio College, arising from any cause whatsoever. Neither Cape Audio College nor any official employee or representative of Cape Audio College acting in his/her capacity as such shall be liable for any damage to any property owned by or in the custody of any student, howsoever caused.
- 3.3 The student hereby indemnifies Cape Audio College against any claim made against Cape Audio College in respect of any damages arising out of the fault on applicant.

4. Termination of Studies

- 4.1 In the event of any student desiring to terminate studies for any reason whatsoever, this shall not absolve the student from full liability for the payment of fees and any other charges and any fees paid to Cape Audio College are non-refundable.
- 4.2 The student accepts that in the event of the behavior or academic progress of the student being in anyway unacceptable to the Institutions staff of Cape Audio College, in exercise of his/her sole discretion, shall have the right to determine and cancel the students entitlement to attend Cape

5. Student Fees

- 5.1 In the event of any fees due by a student being unpaid on due date the full balance of such fees remaining unpaid shall become immediately due and payable and interest shall be charged by Cape Audio College on the amount due from due date of payment.
- 5.2 A student whose fees are not paid by the due date will be suspended until such time as the fees owed are settled in full, or unless satisfactory arrangements have been made with the Head Administrator for the payment of all fees.

5.3 Suspension Means:

- (a) Students will not receive any correspondence from Cape Audio College e.g. Progress Reports, Results and Academic Transcripts until account is settled and paid in full.
- (b) A student will not be permitted to attend studio practical's, lectures, work shops and tutorials.
- (c) Students will not be permitted to graduate
- (d) Students will not be permitted to re-register for the following academic year.
- 5.4 Fees payable to Cape Audio College comprise tuition, study resource and registration fee for Cape Audio College and does not include, books, stationery or other items. Furthermore it shall be the students responsibility to bear the cost of transport and specialized consumables used during the course including but not limited to specialized stationery, or any other materials.
- 5.5 agree that where tuition fees are payable to Cape Audio College in installments, the failure to pay a single installment timeously will result in the full balance becoming immediately due and payable without further notice.
- 5.6 agree that Cape Audio College shall be entitled to recover from me all legal costs incurred by Cape Audio College in order to enforce its rights under this agreement.

6. In my capacity as the parent/legal guardian I do hereby:

- 6.1 assist the applicant in all respects in making this registration and hold him/her and myself bound by all the provisions thereof and by the rules and regulations of Cape Audio College for the time being in force or as they may be altered.
- 6.2 consent to the applicant attending Cape Audio College student to the provisions of the registrations.
- 6.3 Certify that the information given on this form is accurate and completed in all respects.
- 6.4 hold myself jointly and severally responsible as co-debtor together with the applicant, for full payment of all fees and charges as and when they fall due for payment at Cape Audio College. All fees paid to Cape Audio College are non-refundable.

7. Assessment rules

- 7.1 Students are required to submit assessments in the appropriate format on or before the assessment submission date, as stipulated in the assessment outline.
- 7.2 A Student must achieve the following grades in order to pass an assessment or qualify for a supplementary assessment opportunity.

7.3 Progression Rules:

Higher Certificate in Sound Technology:

•60% Pass; 40% Supplementary Assessment

3 year Diploma in Sound Technology and Production:

- 1st Year 60% Pass; 40% Supplementary Assessment
- 2nd Year 65% Pass; 45% Supplementary Assessment
- 3rd Year 70% Pass; 50% Supplementary Assessment

- 7.4 An additional fee is payable per supplementary assessment.

- 7.5 A student may appeal a assessment decision and must follow the procedures outlined in the Cape Audio College assessment policy.

7.6 Assessment deadlines:

Students are required to submit assessments at the library, by 12pm on or before the deadline dates specified on the relevant assessment outline.

- 7.7 The assessment submission sheet, which includes a declaration of authenticity, must be signed by all students, upon submission of an assessment task. Students must also sign their name and surname on the submission sheet as proof that they have submitted their assessment.

- 7.8 An assessment submitted after the assessment submission deadline, without an approved extension, will be penalized. A 10% penalty will be applied for late submission up to 3 days after the deadline (a "day") for this purpose is defined as any day on which the college administration is open). Weekends count as 1 day in determining the penalty. Assessments submitted more than 3 days after the assessment, submission deadline are awarded zero mark. A student is given leave to lodge an official written appeal if there are extenuating circumstances that lead to the late submission.

7.9 Assessment extensions:

A student may apply for an assessment extension, by completing the application for extension form, in the case of one of the following circumstances.

- Illness – valid medical certificate
- Death in the family-signed letter from parent
- Extenuating circumstances-signed letter from parent

- 7.10 Applicants for an assessment extension must be made to the relevant facilitator prior to the hand in date. The facilitator has the right to refuse an application and/or to verify all documentation submitted by the student.

7.11 Examinations:

Examination rules and regulations will be provided to all students prior to commencement of examinations. Students will be required to sign that they understand and will abide by these rules and regulations.

7.12 Cheating and Plagiarism:

No student shall falsify or misuse any Certificate/Diploma or other document and/or knowingly make any false statement in the course of his/her endeavors with Cape Audio College. If in the assessment of any assignments it is found that any portion of any piece of work is unduly similar to, or the same as, that of another student. The implications of the Cape Audio College academic honesty policy will come into effect.

7.13 Progression (Diploma programme 1st year)

The student must obtain a module average of 60% in order to pass any first year modules within the programme and be awarded the relevant credits.

Progression (Diploma programme 2nd year)

The student must obtain a module average of 65% in order to pass any 2nd year modules within the programme and be awarded the relevant credits.

Progression (Diploma programme 3rd year)

The student must obtain a module average of 70% in order to pass any 3rd year modules within the programme and be awarded the relevant credits.

Completion of Qualification:

Higher Certificate in Sound Technology a student must obtain the full 120 credits to be awarded this qualification.

Diploma in Sound Technology and Production a student must obtain the full 360 credits to be awarded this qualification.

- 7.14 Students may progress in to the 2nd year level, if they achieve a minimum of 90 1st year credits.

- 7.15 Students may progress into the 3rd year level, if they achieved all 1st year credits and a minimum of 90 2nd year credits.

- 7.16 Students must re-register for any module(s) that he/she has not yet achieved credits for, and will be required to pay an additional fee per module.

- 7.17 Students may only register for a module if they meet the prerequisites as specified in the student handbook.

- 7.18 The Academic Board reserves the right to waive these guidelines if this is in the best interest of the student.

7.19 Certification

Academic credits are awarded to students for the successful completion of each module. Credits will only be awarded in full and no practical credits will be awarded to any student. Students may apply for RPL (Recognition of Prior Learning) of credits.

- 7.20 A student will be only awarded with a qualification if she/he has achieved the credits for all the modules in the programme and has demonstrated that she/he is competent in all exit level outcomes of the qualification.

7.21 Ownership of work

Cape Audio College reserves the right to use student(s) work for promotions, exhibitions and marketing or in any way to benefit the Institution.

8. Compliance with Cape Audio College Rules and Regulations

- 8.1 Cape Audio College expect all students and members of staff to conduct themselves in such a way as to enable Cape Audio College to fulfill its aims effectively and efficiently, without hindrance. No student or member of staff shall act in breach of any regulation of Cape Audio College where he/she knows or ought to know that he/she is acting in breach thereof. Those who breach regulations will be subjected to disciplinary action.
- 8.2 Students shall be bound to aforementioned rules and regulations and policies and procedures for the duration of their studies at the Institution. Cape Audio College may from time to time announce additions or amendment to the rules and regulations and policies and procedures.
- 8.3 It is important for students to make use of Cape Audio College's studios during the allocated times. If the student does not phone to cancel a session their next session will be cancelled.
- 8.4 In the event of any problems arising in any of the studios students consult the facilitator/s immediately. Students must save work onto their own media and not onto the computers hard drive. Cape Audio College will not be responsible for work deleted. Students must comply with these rules. No smoking, eating or drinking is allowed in studios or lecture room.
- 8.5 Students found abusing any of the College's equipment will be responsible, financially for loss or damage to the equipment whilst it is in their possession. Only registered students may operate the studio equipment.
- 8.6 The studio bookings are booked at reception between 09h00 to 17h00 daily. Monday to Thursday and Fridays from 09h00 to 15h00 and must be signed by one of Cape Audio College's staff members, if the student does not get an authorized signature the session will be cancelled. No aliases names to be used at anytime i.e. studio bookings, exams, assignments and attendance sign in sheets. Students may bring their own equipment e.g. guitars, keyboards etc.
- 8.7 The College phones may only be used in an extreme emergency, and then only with permission from the Head Administrator. This applies to both in coming and out going calls. No messages will be taken for students except in a case of an emergency. The use of cellular telephones is absolutely prohibited within the Lecture Room. Phones are to be switched off during lectures.
- 8.8 Illegal substances will not be tolerated on Cape Audio College's property under any circumstances whatsoever. Use or possession of such substance or harassment of any student by any other student or staff member whilst under the influence of such substance, or in the procurement of such substance, may lead to expulsion from Cape Audio College
- 8.9 The unauthorized removal of any property from Cape Audio College by any student or person without prior permission will be regarded as theft. Disciplinary action will be taken and may lead to immediate expulsion if the student/person is found guilty.
- 8.10 No student shall falsify or misuse any Certificate/Diploma or other document and/or knowingly make any false statement in the course of his/her endeavors with Cape Audio College. If in the assessment of any assignments it is found that any portion of any piece of work is unduly similar to, or the same as, that of another student. The implications of the Cape Audio College academic honesty policy will come into effect.
- 8.11 Should students wish to withdraw from a course, they are required to submit a letter to the Head Administrator stating the reason registration fees and tuition fees are non-refundable as the students position cannot be re-filled.
- 8.12 It is the student's responsibility to inform the Head of Administration of any changes of contact information.
- 8.13 The College phones may only be used in an extreme emergency and then only with permission from the Head Administrator. This applies to both incoming and outgoing calls. No messages will be taken for students except in a case of an emergency. The use of cellular telephones is absolutely prohibited within the Lecture Room. Phones are to be switched off during lectures.
- 8.14 **Attendance and Absenteeism**
Attendance for all lectures and tutorials is compulsory, unless prior arrangements have been made with the relevant facilitator.
- 8.15 Students are required to actively participate in all lectures, tutorials and studio sessions.
- 8.16 Students are required to book a minimum number of studio hours as prescribed in the student handbook. The studio bookings must be made at reception between 09h00 and 17h00 Monday to Thursday and between 09h00 to 15h00 on Fridays and must be signed by one of Cape Audio Colleges staff members. If the student does not get an authorized signature the session will be cancelled.
- 8.17 Student(s) full names must be used at all times. No aliases names may be used at anytime i.e. studio bookings, exams, assignments and attendance sign in sheets.
- 8.18 It is important for students to make use of Cape Audio Colleges studios during the allocated times. If the student does not phone to cancel a session their following session will also be canceled as a penalty.
- 8.19 Cape Audio College reserves the right to cancel the student(s) booked studio time. All attempts will be made to notify the student of such cancellation. Time lost due to such cancelation will be rebooked in favor of the student.
- 8.20 Should a student fail to attend lectures for whatever reason, she/he shall in no way be entitled to a reduction in fees, nor will it absolve him/her from full liability for the payment of fees and other charges.
- 8.21 The right to attend lectures and write examinations is not transferable.
- 8.22 Cape Audio College shall reserve the right to alter timetables and course commencement dates where necessary. Students will be notified of any changes via email.
- 8.23 A student must provide an original valid doctor's certificate if he/she is absent.

9. I, we hereby agree to the terms and conditions in this agreement:

- 9.1 acknowledge that I understand the provisions of the agreement above and hold myself bound thereby and by all other provisions in this registration, and by the rules and regulations and procedures of Cape Audio College for the time being in force or as they may be altered, for any period during the students registration.
- 9.2 hold myself responsible for the payment in full of all fees and other charges as and when they fall due for payment.
- 9.3 understand and acknowledge that any fees, paid to Cape Audio College is non-refundable.
- 9.4 confirm that I have read and understood the terms and conditions of the agreement and agree to be bound to them.

Student Name: _____

Signed at: _____ Date: _____

Student Signature: _____

Parent/Legal Guardian Name: _____

Signed at: _____ Date: _____

Student Signature: _____

Cape Audio College (Pty) Ltd - Company registration no: 2009/007876/07
Director: Rae De Jager

Unit 8B, The Waverley Business Park, MOWBRAY, 7700

Tel: 021-4488383 Fax: 021-4488704 Email: study@capeaudiocollege.co.za Website: www.capeaudiocollege.co.za